

Q&A SPP Agreement

In this document we have tried to answer questions received regarding the SPP Agreement (which includes the General conditions, Audit instructions and Principles for purchase and procurement).

If you find an answer unclear or if you are missing a question, please let us know by contacting your Programme officer or sokabidrag@forumciv.org.

Agreement between ForumCiv and Swedish organisation

Question	Answer
2.3 – Do we require a prior approval for this?	No, if the costs are within the approved Project description, the budget and the project period, ForumCiv can approve it retroactively.
2.5 – Where do we draw the line for the costs stated in a) and b)?	Civsam funds cannot be used for costs according to a) and b) and neither for what could previously be granted by Infokom funds. Reach out to your Programme Officer if you are unsure.
2.6 – Is the administration fee calculated on the sum exceeding 1 MSEK?	It is calculated on the sum exceeding 1 MSEK annually. For example, if the grant is 2 MSEK per year, the fee will be 0.8% of 1 MSEK. ForumCiv always state the exact sum in the agreement that is to be signed.
2.8 c) – Why cannot income from sales of services be used for self-financing?	This is to prevent income from Sida indirectly generating self-financing, i.e. that the grant is used in different ways for selling services.
2.10 – What is the purpose of this paragraph? What reporting?	This is to clarify that 1) ForumCiv cannot increase the grant if such a need was to arise to implement the agreed initiative, and 2) if additional funds are added it should be included in the financial reporting to ForumCiv. If the Swedish organisation has added additional funds, remember to report this under the actuals for own contribution as well as the applicable budget posts. Additional funds from the Swedish organisation must follow the requirements for own contribution.
2.11 – Must “Sverigelogotypen” be used or not, what actually applies here?	The simple answer is that “Sverigelogotypen”, ForumCiv’s and Sida’s logo should never be used.

	<p>However, partners must state in printed and published material and in connection to activities that it is produced/implemented with funds from ForumCiv via Sida, but that ForumCiv and Sida are not responsible for the content. This applies within reasonable limits when it comes to publishing on social media platforms and/or channels that are not specifically designated to the initiative.</p>
<p>2.13 – Can we apply for risk sharing in pre-emptive purposes due to the context or other risk factors that are constant to the local organisation?</p>	<p>ForumCiv cannot at the moment approve any risk-sharing as we are awaiting guidelines from Sida. Please note that this applies to financial risk-sharing, and that the conditions a-c still have to apply, meaning that a repayment claim must have been made.</p>
<p>3.2 – Does “Medelsbehov” mean that we could state funding needs that exceeds the granted amount according to budget?</p>	<p>No. Please see the Simplified financial report for further details.</p>
<p>3.7 – What is the definition of “omedelbart”?</p>	<p>At your earliest convenience/as soon as possible. It is not a specific deadline but it will be followed up on by ForumCiv when not received in connection to the disbursement.</p>
<p>5.1 Do you want the agreement from all Partners in subsequent step?</p>	<p>Yes, unless you are granted Large Partnership Funding (LPF) where this will be provided upon request from ForumCiv.</p>
<p>6.1 d) – What kind of documentation is required in this case?</p>	<p>From article 6.3 in the General conditions:</p> <p>“How the equipment shall be used, transferred or sold before the end of the Project period must be documented. Any transfer must take place within the Project period. If the unit purchase price of equipment exceeds the amount that is set out in the Agreement under Article 2 The Grant, copies of the document which proves the transfer occurred must be attached to the final financial report. The form "Transfer of ownership of assets" must be used. Copies of documents proving the transfer of ownership of equipment with a purchase price of less than the amount that is set out in the Agreement under Article 2 The Grant shall be kept by the Cooperation Partner for control purposes and sent to ForumCiv upon request.”</p> <p>The form “Transfer of ownership of assets” is available on ForumCiv’s website.</p>

7.5 – What is the difference between the principles in a) and c)?	a) refer to accounting principle, c) refers to principles for reporting of realized exchange gains and losses as well as exchange rate effects (see Guidelines for exchange rate management)
7.5 b) – Where should we state the amounts for the income sources (interest, gain, the grant) received in local currency?	This will be able to include in the financial reporting in Civis.
8.3 – Does this mean that ForumCiv want to approve all auditors, or mainly to have the possibility to do so?	<p>In practice, ForumCiv will approve the choice of audit firm by the first requisition for all initiatives for quality assurance purposes.</p> <p>The current phrasing is to give Swedish organisations the choice of whether they always will approve or want to have the possibility to approve their partners' choice of audit firms in subsequent step.</p>
8.7 – What documentation is required here?	You can use your own checklist or assessment material that reviews points a-c. If you conclude that the auditor/audit firm have not followed the agreement (point b), it is advised that you contract a new auditor/audit firm as soon as possible.
10.1 – If applicable, does ForumCiv have to approve the Swedish organisations' use of own procurement rules beforehand?	Yes. This is usually a quick process. The sooner ForumCiv knows that an approval will be required, the quicker the agreement signing process will be.
13.1 – How come approval of use of exchange gains is not included in the agreement with ForumCiv and the Swedish organisation, but in the agreement between the Swedish and local organisation?	<p>Gains and losses are re-defined in the SPP 2023-2027, please see the Guidelines for exchange rate management. What was previously referred to as exchange gains is in fact a positive exchange rate effect in subsequent step. The Swedish organisation must approve the use of positive exchange rate effects via an updated budget with the partner in subsequent step.</p> <p>ForumCiv does not have to approve unless the updated budget impacts the budget in the agreement between ForumCiv and the Swedish organisation or involve changes according to 13.1 in the Agreement.</p>
13.1b) Does this mean that we can update the budget as long as one or more budget posts deviates less than 10 percent?	<p>No. All budget updates must be approved in writing, both in the agreement between Swedish organisations and their partners and between Swedish organisations and ForumCiv.</p> <p>Deviations in this case refer to expected costs, i.e. if it is likely that the costs will deviate 10</p>

	percent or more from what is budgeted, a written approval is needed in the form of an updated budget.
13.1 c) – Do ForumCiv need to approve changes in our partners salaries and remunerations?	No, not unless it is somehow part of other changes that require ForumCiv approval according to the agreement between ForumCiv and the Swedish organisation.
13.1 e) – What is meant by “Reallocation of funds from a Partner in subsequent step to the Local Partner Organisation”? How can this happen?	If the Local Partner organisation has a partner in subsequent step.
13.1 f) – Our partner is making changes but these do not have an impact on our project. Do we still need to approve this?	Not unless it affects the partner’s ability to implement the project according to the agreement, or otherwise affects the organization’s capability and capacity.

Agreement between Swedish and local organisation

Question	Answer
General – Must all attachments be included in the agreement?	Yes, It is the responsibility of the Swedish organisation to ensure that partners in subsequent step comply with the agreement. This means that all annexes apply in all subsequent steps. Project description and Budget must be annexed to the agreement between a Swedish organisation and a partner in subsequent step. A signed copy of the agreement is to be sent to ForumCiv within one month after it is signed.
General – Do you have any requirements regarding the budget?	The budget shall be in the agreement currency (SEK) and the local currency, and include the exchange rate used for converting the local amounts to SEK. The budget must be structured in a way that allows you to monitor it and fulfill the agreement with ForumCiv. Consider for example the type of budget changes that require prior approval.
General – Can the project description be replaced?	Yes, as long as it allows you to fulfill the agreement with ForumCiv. In the agreement between ForumCiv and the Swedish organisation, the project description (the Decision Memo and Operational plan if applicable) include what have been approved in terms of goals, strategies/activities for achieving

	the goals, methods for following-up, who will participate etc.
General – Can we change the deadlines in the agreement?	Yes, as long as it allows you to fulfill the agreement with ForumCiv.
General – Can we remove the entire “12. Special provisions” if we do not have any at the moment?	Remove the articles but keep the heading as this will otherwise change the order and create confusion and make possible references invalid. E.g. 13 will become 12, reference to article 14.2 will be wrong.
2.4 – Can we include any additional funds in our agreement budget	No you cannot include it in the agreement budget. Additional own contribution should be reported in the financial report.
2.4 – In what reporting should we include any additional funds, both the narrative and financial?	In the financial report reviewed by the local auditor.
3.4 – In the agreement with ForumCiv, the second disbursement each year is August 31 at the earliest, is this correct?	Yes, that is when ForumCiv expects to receive its second disbursement from Sida. This is also why we have divided the disbursements so that the first one cover the first 8 months, and the second the last 4 months.
13.1 – Do we really have to initiate a deviation process for the examples in a-1?	No, deviation in this article does <u>not</u> refer to deviation case due to corruption, economic mismanagement or other agreement breach. It is to list what the Swedish organisation require to approve beforehand.
13.1 c) – Is it required to ask ForumCiv for prior approval regarding changes in the agreement budget between the Swedish and local organisation?	You have to ask for prior approval if it means a change in the agreement budget between ForumCiv and the Swedish organisation. Regardless, the budget needs to be monitored given the prior approvals that is required by the Swedish organisation.
13.1 f) – How can we know about carry-overs before the financial year is reported? Will this impact next disbursement?	Carry-overs are the funds that you have received and want to carry-over to the next year. Note that this is different from lowering the budget one year to increasing it the next. As it is done before the end of the year, the amount will be an estimation. As balances are taken up in the Simplified financial report it could impact future disbursements.
14.5 – Is it required to include the project number in exactly all communication?	No, this mainly concerns communication between ForumCiv and the Swedish organisation.

15.1 – Can we change this to approved in writing by us as the Swedish organisation.	No. Article 15.1 applies to agreements in subsequent steps, meaning until it is finally approved at ForumCiv's end.
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ForumCiv General conditions for Sida grants

Question	Answer
2.2 – Does “i samråd med” mean that we need prior approval before any evaluation?	No, mainly that ForumCiv is informed and that a dialogue exists.
2.3 – When does ForumCiv have to be informed, during planning? Is this to give input to the design of the evaluation?	No, ForumCiv only has to be informed once the evaluation is decided upon. ForumCiv is not involved in any design of evaluations.
2.8 – If a purchase is included in another budget post, is it considered as specified in the budget? Does this also include purchases by our partners?	If the purchase is not <u>specifically stated</u> in the budget and exceeds 50 000 SEK per item it needs to be approved by ForumCiv. This applies to agreements in subsequent step and if the purchase is included in another budget post but not specifically stated.
5.4 – Is this in accordance with article 7.5 e) in the agreement?	Yes, a total balance for gains and losses shall be stated for each year in the financial report. The agreement refers to a balance for “Rapporteringsperioden”. This is, according to standard, the calendar year being reported.
6.3 – Do we need approval for all purchases?	If the purchase is not <u>specifically stated</u> in the budget and exceeds 50 000 SEK per item it needs to be approved by ForumCiv. This applies to agreements in subsequent step and if the purchase is included in another budget post but not specifically stated. Please note that article 6.3 in the General was updated on 22-06-2023.
6.3 – What is the “certain amount” that applies to purchases?	In SPP, the amount is 50 000 SEK, which is specified under article 2 in the agreement template.
7.1 a iii) – Does this involve salary costs?	No, only costs related to final reporting as stated.
7.1 e) – How strictly should salary costs connected to the project be documented?	As stated, salary costs shall be recorded systematically during the whole project period. For details, we recommend that you check with your auditor to determine whether the principle

	you use today meet the agreement requirements.
7.2 d) – What is the definition of land or buildings?	All purchases or construction of real estate. Contact your Programme Officer if you are still unsure.
7.2 f) – What if business or first class is cheaper?	Lower costs can be a legitimate exception given the conditions. Regardless, ForumCiv would like a dialogue beforehand to better understand the circumstances and approving a possible exception.
7.2 g) – What is the definition of “extra allowances” here exactly?	<p>It is a difficult question, and it often requires a case-by-case assessment. The purpose is to avoid cash incentives and make participation a source of income. This can be differentiated from paying for the possibility to participate, e.g. covering costs for lunch or transport.</p> <p>In turn, if per-diems are involved, national legislation apply. Moreover, since the purpose of per-diems is to cover other expenses, such as costs for food, transport etc., participants cannot receive both per-diem and be covered for costs for participating.</p>
7.2 i) – For Swedish organisations, and our local partners in turn, does this mean that we cannot use the grant for membership fees to associations that we are part of?	In general, it is difficult to see how membership fees can be considered to fall under operational costs. However, as an admin cost (“Administrationsbidrag får endast användas för faktiska kostnader som inte är direkt relaterade till Projektet men som är nödvändiga för att hantera Projektet”) it could be relevant and motivated depending on the association.
8.2 – Does “utvärdering” refer to an external evaluation?	No. There should be some form of evaluation of the implemented project, this can be internal. The important thing is that the evaluation is can be carried out in a reasonable and effective way and that the conclusions are documented.
10.5 – GDPR only applies to Europe right?	Yes, to organizations based in the EU, or to organizations outside EU but which offers goods and service to people in EU, or monitor online activity of people in the EU.

11.3 d) – Require that all involved staff, contracted labour etc. denounce corruption can become comprehensive.	ForumCiv sees this as mainly involving cases where a contract has been signed and/or a long-term cooperation has been initiated. Denouncing corruption should be part of a written contract or agreement in such cases.
15.3 h) – How is this handled if it happens?	This specific point is checked in the audit. Thus, a management response is required in the case of any shortcomings. ForumCiv will make its own assessment case by case when this is observed in the audit or otherwise.
19.1 How should we interpret this given that it not only includes printed material but also activities?	Partners must state in printed and published material and in connection to activities that it is produced/implemented with funds from ForumCiv via Sida, but that ForumCiv and Sida are not responsible for the content. This applies within reasonable limits when it comes to publishing on social media platforms and/or channels that are not specifically designated to the initiative.

ForumCiv’s audit instruction for SPP

Question	Answer
2 c) - What is required in terms of time reporting? How do we handle this if the auditor makes an observation?	Salary costs charged to the Project shall be recorded systematically throughout the Project Period, and shall be verifiable with underlying documentation. Time worked shall be documented continuously during the Project and verified by responsible manager. Any discrepancies between time reported and time worked shall be adjusted on an ongoing basis. Any observations made is best discussed directly with the responsible auditor.

ForumCiv’s principles for purchase and procurement

Question	Answer
2 g) – Do you have any recommendation for how to adopt the thresholds to local conditions?	ForumCiv is currently looking into this issue.